BILL NO. R-95-04-12

CONFIRMING RESOLUTION NO. R-25-95

A CONFIRMING RESOLUTION designating an "Economic Revitalization Area" under I.C. 6-1.1-12.1 for property commonly known as Northeast Corner of Dalman Road and Aviation Drive, Fort Wayne, Indiana 46809 (Tuthill Corporation / Fill-Rite Division).

WHEREAS, Common Council has previously designated and declared by Declaratory Resolution the following described property as an "Economic Revitalization Area" under Section 153.02 of the Municipal Code of the City of Fort Wayne, Indiana, of 1993, as amended and I.C. 6-1.1-12.1, to wit:

Attached hereto as "Exhibit A" as if a part herein;

and

WHEREAS, said project will retain 186 permanent jobs for a total additional annual payroll of $5,547,000, with the average annual job salary being $29,800; and

WHEREAS, the total estimated project cost is $7,44,000; and

WHEREAS, recommendations have been received from the Committee on Finance and the Department of Economic Development concerning said Resolution; and

WHEREAS, notice of the adoption and substance of said Resolution has been published in accordance with I.C. 6-1.1-12.1-2.5 and I.C. 5-3-1 and a public hearing has been conducted on said Resolution; and

WHEREAS, if said Resolution involves an area that has already been designated an allocation area under I.C. 36-7-14-39, The Fort Wayne Redevelopment Commission has adopted a Resolution approving the designation.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That, the Resolution previously designating the above described property as an "Economic Revitalization Area" is

confirmed in all respects.

SECTION 2. That, the hereinabove described property is hereby declared an "Economic Revitalization Area" pursuant to I.C. 6-1.1-12.1, said designation to begin on the effective date of this Resolution and continue for a two (2) period. Said designation shall terminate at the end of that two (2) year period.

SECTION 3. That, said designation of the hereinabove described property as an "Economic Revitalization Area" shall apply to both a deduction of the assessed value of real estate and personal property for new manufacturing equipment.

SECTION 4. That, the estimate of the number of individuals that will be employed or whose employment will be retained and the estimate of the annual salaries of those individuals and the estimate of the value of redevelopment or rehabilitation and the estimate of the value of the new manufacturing equipment, all contained in Petitioner's Statement of Benefits are reasonable and are benefits that can be reasonably expected to result from the proposed described redevelopment or rehabilitation and from the installation of the new manufacturing equipment.

SECTION 5. The current year approximate tax rates for taxing units within the City would be:

(a) If the proposed development does not occur, the approximate current year tax rates for this site would be $9.2773/$100.

(b) If the proposed development does occur and no deduction is granted, the approximate current year tax rate for the site would be $9.2773/$100 (the change would be negligible).

(c) If the proposed development occurs and a deduction percentage of fifty percent (50%) is assumed, the approximate current year tax rate for the site would be $9.2773/$100 (the change would be negligible).

(d) If the proposed new manufacturing equipment is not

information:

A. The cost and description of real property improvements and/or new manufacturing equipment acquired.
B. The number of employees hired through the end of the preceding calendar year as a result of the deduction.
C. The total salaries of the employees hired through the end of the preceding calendar year as a result of the deduction.
D. The total number of employees employed at the facility receiving the deduction.
E. The total assessed value of the real and/or personal property deductions.
F. The tax savings resulting from the real and/or personal property being abated.

SECTION 11. That, this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Member of Council

APPROVED AS TO FORM AND LEGALITY

J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Bonse, seconded by ____, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Tuesday, the 9th, day of May, 19 95, at 6:30 o'clock P.M., E.S.T.

DATED: April 25, 1995

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by ____, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 4-9-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING)~~ ORDINANCE RESOLUTION NO. G-25-95 on the 9th day of May, 19 95.

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Deputy Clerk

(SEAL)

Don J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of May, 1995, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Deputy Clerk

Approved and signed by me this 11th day of ____, 19 95, at the hour of 11:30 o'clock A.M., E.S.T.

PAUL HELMKE, MAYOR

BILL NO. R-95-04-12

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - CHAIR
MARK E. GiaQUINTA - VICE CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (~~ORDINANCE~~) (RESOLUTION) confirming resolution designating an "Economic Revitalization Area" under I.C. 6-1.1-12.1 for property commonly known as Northeast Corner of Dalman Road and Aviation Drive, Fort Wayne, Indiana 46809 (Tuthill Corporation/Fill-Rite Division)

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (~~ORDINANCE~~) (RESOLUTION)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
		Janet Bradbury	

DATED: 4-9-95.

Sandra E. Kennedy
City Clerk
Deputy Clerk

Form Approved By
Allen County Indiana Bar Assoc.
Fort Wayne Board of Realtors

AGREEMENT TO PURCHASE REAL ESTATE

TO: H.B.C. Corp. OWNERS DATE: March 30 1995

The undersigned (hereinafter called "Buyer") offers to purchase, upon the terms and conditions set forth below, the real estate in Allen County, Indiana, whose legal description is: a net 20-acre parcel located at the northeast corner of Dalman Road and Aviation Drive, being east of the Coca-Cola Distribution Center, as delineated on Exhibit "A" attached hereto; subject to registered Certificate of Survey
Such real estate is hereinafter called the "Real Estate." Its street address is _____

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

1. Purchase Price and Terms. The purchase price shall be $400,000.00, to be paid in accordance with the terms of Paragraph A (insert A, B, C or D):

A. Cash. The entire Purchase price shall be paid in cash.

B. Cash With New Mortgage. The entire purchase price shall be paid in cash, subject, however, to Buyer's being able to obtain within ___ days from date hereof a _____ mortgage loan on the Real Estate for not less than $_____. If Buyer is unable to obtain such financing within that time, this Agreement shall then terminate and any earnest money deposited hereunder shall be refunded to Buyer without delay. Buyer agrees to make immediate application for such financing. If the financing is subject to discount points Seller agrees to pay such discount points not to exceed $_____.

C. Cash, Subject To Existing Mortgage. Buyer shall pay approximately $_____ in cash and assume and agree to pay the unpaid balance of and to perform the provisions of, an existing mortgage on the Real Estate held by _____ as mortgagee. Seller represents that the unpaid principal balance of such mortgage is approximately $_____ as of _____, 19__. Buyer shall begin to pay such unpaid balance by paying the payment due _____, 19__. Transfer fees, if any, required by the mortgagee shall be paid by _____

D. Land Contract. Buyer shall pay $_____ in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase price in monthly payments of not less than $_____ per month, including ___% interest, computed _____, plus taxes and insurance. The land contract is to be written upon the Allen County Indiana Bar Association form.

All earnest money paid under this Agreement shall be deducted from any payment required to be paid in at the closing.

2. Taxes and Assessments. ~~Buyer shall assume and pay the taxes upon the Real Estate due and payable in (May) (November), 19__, and all subsequent taxes.~~ Real estate taxes shall be prorated to date of closing. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the Real Estate or are serving the Real Estate.

3. Possession. Possession of the Real Estate shall be delivered to Buyer on or before closing. Rents, if any, shall be prorated as of the date of closing. Insurance shall be (prorated) (cancelled) as of the date of closing. Seller will pay all charges for utility services furnished the Real Estate until the date possession is delivered.

4. Improvements and Fixtures. This offer includes all improvements and permanent fixtures used in connection with the Real Estate, including but not necessarily limited to electrical, gas, heating and plumbing fixtures, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and ~~_____~~, if any, now in or on the Real Estate and the same shall be fully paid for and free of all liens and encumbrances at the time of closing, unless otherwise specified and agreed by Buyer.

5. Use. Buyer represents that his intended use of the Real Estate requires a zoning classification of M-2, and on the date of closing the Real Estate shall be in a district permitting such use.

6. Earnest Money. As earnest money, Buyer deposits with the Seller's agent named below the sum of $10,000.00. Upon acceptance of this offer by Seller, Buyer will deposit with such agent additional earnest money in the sum of $10,000.00.

7. Acceptance. If this offer is accepted, it shall constitute an agreement between Buyer and Seller, binding and inuring to the benefit of them and their respective heirs and personal representatives. If, after acceptance, Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

If this offer is not accepted in writing on or before March ____, 1995, it shall then expire, and all earnest money shall be returned to Buyer without delay.

8. Other Terms: See Attached Exhibit "A"

9. Survey. Seller shall furnish at Seller's expense a certificate of survey of the Real Estate showing the dimensions thereof and the location of all improvements, building lines and easements as of the date hereof. The survey shall include the setting or locating of corner stakes or pins.

10. Owner's Title Policy. Prior to closing, Seller shall furnish at Seller's expense an owner's policy of title insurance in the amount of the purchase price.

11. Closing. This transaction shall be closed as soon as title to the Real Estate meets necessary legal requirements and Buyer obtains the necessary financing, if any, as hereinabove provided. At closing, Buyer shall make payment of the purchase price as provided in Section 1 above, and Seller shall deliver to Buyer a properly prepared and executed General Warranty Deed or Land Contract, conveying or contracting to convey the Real Estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. The deed shall be accompanied by a Closing Affidavit. Seller shall assume the risk of loss or damage to the Real Estate and all improvements thereon until the delivery of the General Warranty Deed or Land Contract. In the event the Real Estate and all improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer, and earnest money deposited hereunder shall be returned to Buyer without delay.

12. Miscellaneous. Buyer has personally inspected and examined the Real Estate and makes this offer in good faith. Al the terms and conditions are stated herein, there being no verbal agreements. Headings are inserted for convenience only and do not constitute a part of this Agreement. Whenever necessary and where the context admits, the singular terms "Buyer" and "Seller" and their related pronouns include the plural, the masculine, and the feminine.

BUYER: _____ BUYER: _____

Tuthill Corporation, Fill-Rite Division
By: George Jenkins, President

ADDRESS: _____ PHONE: _____

ACCEPTANCE BY SELLER

The undersigned Seller accepts the above offer and agrees with its terms and conditions. Seller also agrees to pay its agent named below a commission of $_____, ~~which shall be deducted from the first payment made to Seller. Seller also authorizes its agent to hold all money deposits in escrow until the closing of this transaction.~~ A 6% commission shall be paid at closing and shared equally between Sturges, Griffin, Trent & Co., Inc. and Goldstine Knapke, Inc.

This acceptance is subject, nevertheless, to the conditions, if any, immediately following: _____

DATE: _____, 19__.

SELLER: _____ SELLER: _____

H.B.C. Corp.
By:

ADDRESS: _____ PHONE: _____

AGENT OF SELLER

As agent for Seller, the undersigned agent acknowledges receipt of earnest money deposited with him in the following amounts and on the dates indicated:

Date	Amount	Agent
_____	_____	_____

Such earnest money is held in escrow and will be paid in accordance with the terms of the above agreement between Buyer and Seller.

EXHIBIT "A"

The Agreement of Purchase and Sales is modified as follows:

A. Seller represents and warrants to Purchaser that there are no governmental or utility development fees associated with the Real Estate which will be required to be paid by Purchaser with respect to the development of the Property other than the customary building permit fees charged by utilities serving the Real Estate to all persons constructing and operating similar improvements.

b. The Owner's Title Insurance Policy shall not contain any exceptions which would interfere with Purchaser's development of the Real Estate or reduce the value of the Real Estate.

C. Seller will pay all brokerage commissions, if any, incurred as a result of this sale and purchase.

This agreement is contingent upon the following terms and conditions;

1. Purchaser obtaining the proper easements or access grants to Aviation Drive serving as primary access to the subject parcel.

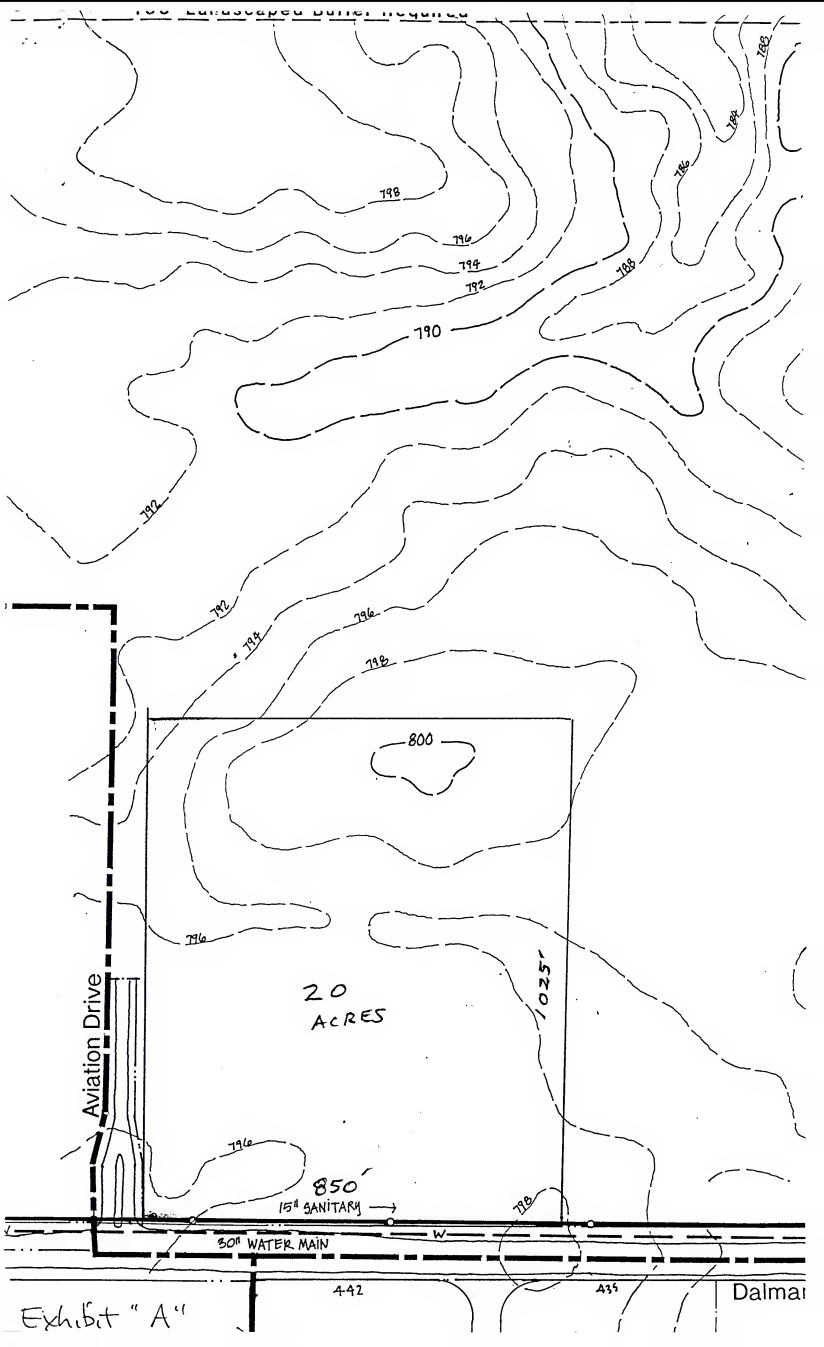
2. All public utilities including storm drainage being provided by seller to the property line or the adjoining right-of-way of the property line for tapping by Purchaser.

3. Purchaser obtaining a Level 1 environmental audit stipulating that no environmental hazards or materials exist on the subject property.

4. Purchaser securing real estate tax abatement from the appropriate governing authorities.

5. Purchaser's satisfaction that all permits and approvals can be obtained for the construction of a new facility.

Purchaser shall diligently pursue the satisfaction of the above contingencies after the acceptance of this agreement.


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850'
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30" WATER MAIN
W
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442
439
Dalmar
Exhibit "A"

Admn. Appr. _____

DIGEST SHEET

R-95-04-12

TITLE OF ORDINANCE Confirming Resolution

DEPARTMENT REQUESTING ORDINANCE Department of Economic Development

SYNOPSIS OF ORDINANCE Tuthill Corporation is requesting a tax abatement which would allow them to construct a 100,000 sq. ft. manufacturing facility with an additional 20,000 sq. ft. office building attached, as well as purchase several pieces of equipment.

EFFECT OF PASSAGE Will allow for the retention of 186 positions.

EFFECT OF NON-PASSAGE Project will not take place resulting in reduction in the work force.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

ASSIGNED TO COMMITTEE (PRESIDENT) Donald J. Schmidt

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1221

SANDRA E. KENNEDY, CITY CLERK

April 26, 1995

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert:

Please give the attached full coverage on the date of April 29, 1995, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bills No. R-95-04-09 & R-95-04-10
Bills No. R-95-04-11 & R-95-04-12
Bills No. R-95-04-13 & R-95-04-14

Please send us 3 copies of the Publisher's Affidavit from both newspapers.

Thank you.

Sincerely yours,

Sandra E. Kennedy

Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 3

NOTICE OF PUBLIC HEARING
FORT WAYNE
COMMON COUNCIL

(RESOLUTIONS NO. R-95-04-11 AND R-95-04-12)

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, APPROVED A RESOLUTION ON 4-25-95 , DATE

DESIGNATING PROPERTY AT Northeast Corner of Dalman Road and Aviation Drive, Fort Wayne, INdiana 46809 (Tuthill Corporation/Fill-Rite Division)

AN ECONOMIC REVITALIZATION AREA. A DESCRIPTION OF THE AFFECTED AREA CAN BE INSPECTED IN THE COUNTY ASSESSOR'S OFFICE.

COMMON COUNCIL WILL CONDUCT A PUBLIC HEARING ON WHETHER THE ABOVE DESCRIBED RESOLUTION SHOULD BE CONFIRMED, MODIFIED AND CONFIRMED OR RESCINDED ON Tuesday, May 9, 1995, at 5:30 o'clock P.M, DATE, TIME & PLACE

Common Council Conference Room 128, 1st Floor, City-County Building, One Main Street, Fort Wayne, IN

IF CONFIRMED, SAID DESIGNATING SHALL CONTINUE FOR ONE (1) YEAR AFTER CONFIRMATION.

ALL INTEREST PERSONS ARE INVITED TO ATTEND AND BE HEARD AT THE PUBLIC HEARING.

"REASONABLE ACCOMMODATIONS" FOR PERSONS WITH A KNOWN DISABLING CONDITION WILL BE CONSIDERED IN ACCORDANCE WITH STATE AND FEDERAL LAW. ANY PERSON NEEDING A "REASONABLE ACCOMMODATION" SHOULD NOTIFY PUBLIC INFORMATION OFFICE (219)427-1120, TTY (219)427-1200, AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE MEETING.

SANDRA E. KENNEDY
CITY CLERK

Form Prescribed by State Board of Accounts

General Form No. 99P (Revised 1987)

FW COMMON COUNCIL
(Governmental Unit)

To: The Journal-Gazette
P.O. Box 100
Fort Wayne, IN

Dr.

ALLEN County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set) -- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

45 lines, 1 columns wide equals 45 equivalent lines at .33 cents per line $ 14.85

Additional charge for notices containing rule or tabular work (50 percent of above amount)

Charge for extra proofs of publication ($1.00 for each proof in excess of two) 1.00

TOTAL AMOUNT OF CLAIM $ 15.85

DATA FOR COMPUTING COST

Width of single column 12.5 ems
Number of insertions 1
Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Julie L Robyns

Date: APRIL 29, 19 95 Title: Clerk

PUBLISHER'S AFFIDAVIT

NOTICE OF PUBLIC HEARING
FORT WAYNE
COMMON COUNCIL

(RESOLUTIONS NO. R-95-04-11 AND R-95-04-12)
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SANDRA E. KENNEDY
CITY CLERK
#841941

4-29

State of Indiana)
) SS:
County of Allen)

undersigned [illegible]ANS, a notary public in and for said county and state, the who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time, the dates of publication being as follows:

4-29-95

Julie L Robyns

Subscribed and sworn to before me this 29th day of APRIL, 19 95

Mary L Adkison
Notary Public

My commission expires: MARY L ADKISON NOTARY PUBLIC STATE OF INDIANA ALLEN COUNTY MY COMMISSION EXP JUNE 14,1997

Form Prescribed by State Board of Accounts — General Form No. 99P (Revised 1987)

FW COMMON COUNCIL (Governmental Unit)

ALLEN County, Indiana

To: The Journal-Gazette
P.O. Box 100
Fort Wayne, IN

Dr.

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Total number of lines in notice	

COMPUTATION OF CHARGES

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Additional charge for notices containing rule or tabular work (50 percent of above amount)

Charge for extra proofs of publication ($1.00 for each proof in excess of two) — 1.00

TOTAL AMOUNT OF CLAIM — $ 15.85

DATA FOR COMPUTING COST

Width of single column 12.5 ems
Number of insertions 1
Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Julie L Rohyans

Date: APRIL 29, 19 95 Title: Clerk

PUBLISHER'S AFFIDAVIT

ALS

Vangeli and Jeanette Bergman, both of Fort Wayne; and six grandchildren. **Services at 11 a.m. Monday at Waters** and Hood (Turtle Creek Chapel and Crematory)

AN ECONOMIC REVITALIZATION AREA. A DESCRIPTION OF THE AFFECTED AREA CAN BE INSPECTED IN THE COUNTY ASSESSOR'S OFFICE.

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"REASONABLE ACCOMMODATIONS" FOR PERSONS WITH A KNOWN DISABLING CONDITION WILL BE CONSIDERED IN ACCORDANCE WITH

State of Indiana)
) ss:
Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned JULIE L ROHYANS who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time , the dates of publication being as follows:

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Notary Public

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(Governmental Unit)

To: The News-Sentinel
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ALLEN County, Indiana

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NOTICE OF PUBLIC HEARING
FORT WAYNE
COMMON COUNCIL

(RESOLUTIONS NO. R-95-04-11 AND R-95-04-12) NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, APPROVED A RESOLUTION ON 4-25-95, DESIGNATING PROPERTY AT Northeast Corner of Dalman Road and Aviation Drive, Fort Wayne, Indiana 46809 (Tuthill Corporation/Fill-Rite Division)

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SANDRA E. KENNEDY
CITY CLERK
#841941

4-29

PUBLISHER'S AFFIDAVIT

State of Indiana)
) ss:
Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned JULIE L ROHYANS who, being duly sworn, says that he/she is Clerk of the The News-Sentinel newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time , the dates of publication being as follows:

4-29-95

Julie L Rohyans

Subscribed and sworn to before me this 29th day of APRIL 19 95

Mary L Adkison

MARY L ADKISON, Notary Public
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JUNE 14,1997

My commission expires: